

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   27	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>M67854-10-C-8088</b>		3. EFFECTIVE DATE 26 Jul 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. M6788410RCQG008		
5. ISSUED BY PM TRASYS PROGRAM MANAGER, TRAINING SYSTEMS 12350 RESEARCH PARKWAY ORLANDO FL 32826-3275		CODE M67854	6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) MOBIUS INDUSTRIES USA, LLC JEFFREY BALLANTINE 16701 NE 80TH ST STE 204 REDMOND WA 98052-4466			8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
			9. DISCOUNT FOR PROMPT PAYMENT Net 30 days			
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Section G</b>	
CODE 42GC2		FACILITY CODE				
11. SHIP TO/MARK FOR MCTOG - M35016 LTCOL STEPHEN BECK BLDG 1648 TWENTY NINE PALMS CA 92278		CODE M35016	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS PO BOX 369022 ATTN: KANSAS CITY COLUMBUS OH 43236-9022			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<b>SEE SCHEDULE</b>						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$270,105.53</b>
16. TABLE OF CONTENTS						
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>		
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 13	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	14	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING	15	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE	16	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	17 - 19			
X	G	CONTRACT ADMINISTRATION DATA	20 - 21	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>						
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>M67854-10-R-8088-0005</b> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER JOHN E. LYNCH / CONTRACTING OFFICER TEL: 407-380-4197 EMAIL: john.e.lynch2@usmc.mil		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA  		20C. DATE SIGNED 30-Jul-2010	
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)				

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2	Week	\$8,236.00	\$16,472.00
	Mobilization				
	FFP				
	FOB: Destination				
	MILSTRIP: M6788410RCQG008				
	PURCHASE REQUEST NUMBER: M6788410RCQG008				

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NET AMT	\$16,472.00
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ACRN AA	\$16,472.00
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101					\$0.00
	Labor				
	FFP				
	FOB: Destination				

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NET AMT	\$0.00
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[illegible]

NET AMT	\$56,577.02
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ACRN AA	\$56,577.02
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ESTIMATED COST	\$60,608.00
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ACRN AA	\$60,608.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0103

CDRL A001

See CDRL for delivery instructions  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0201

OPTION

Labor  
FFP

FOB: Destination

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0201AA

OPTION

Lead  
FFP

FOB: Destination

12

Months

\$16,421.58

\$197,058.96

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NET AMT

\$197,058.96

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201AB		12	Months	\$14,182.25	\$170,187.00
OPTION	Threat Emulation Specialist FFP FOB: Destination				

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NET AMT	\$170,187.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201AC		12	Months	\$12,689.42	\$152,273.04
OPTION	Civil Military Operations Specialist FFP FOB: Destination				

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NET AMT	\$152,273.04
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202			Lot		\$145,460.00
OPTION	Travel COST IAW the JTR - invoices will be submitted with backup receipts FOB: Destination				

ESTIMATED COST	\$145,460.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203					NSP
OPTION	CDRL A001				
	See CDRL for delivery instructions				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301					\$0.00
OPTION	Labor				
	FFP				
	FOB: Destination				

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301AA		12	Months	\$17,001.25	\$204,015.00
OPTION	Lead				
	FFP				
	FOB: Destination				

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NET AMT \$204,015.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301AB		12	Months	\$14,682.83	\$176,193.96
OPTION	Threat Emulation Specialist FFP FOB: Destination				

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NET AMT	\$176,193.96
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301AC		12	Months	\$13,137.33	\$157,647.96
OPTION	Civil Military Operations Specialist FFP FOB: Destination				

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NET AMT	\$157,647.96
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302			Lot		\$145,460.00
OPTION	Travel COST IAW the JTR - invoices will be submitted with backup receipts FOB: Destination				

ESTIMATED COST	\$145,460.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303					NSP
OPTION	CDRL A001				
	See CDRL for delivery instructions				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401					\$0.00
OPTION	Labor				
	FFP				
	FOB: Destination				

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401AA		12	Months	\$17,511.25	\$210,135.00
OPTION	Lead				
	FFP				
	FOB: Destination				

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NET AMT \$210,135.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401AB		12	Months	\$15,123.33	\$181,479.96
OPTION	Threat Emulation Specialist FFP FOB: Destination				

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NET AMT	\$181,479.96
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401AC		12	Months	\$13,531.50	\$162,378.00
OPTION	Civil Military Operations Specialist FFP FOB: Destination				

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NET AMT	\$162,378.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402			Lot		\$145,460.00
OPTION	Travel COST IAW the JTR - invoices will be submitted with backup receipts FOB: Destination				

ESTIMATED COST	\$145,460.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403					NSP
OPTION	CDRL A001				
	See CDRL for delivery instructions				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501					\$0.00
OPTION	Labor				
	FFP				
	FOB: Destination				

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501AA		12	Months	\$18,036.58	\$216,438.96
OPTION	Lead				
	FFP				
	FOB: Destination				

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NET AMT \$216,438.96

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501AB		12	Months	\$15,577.08	\$186,924.96
OPTION	Threat Emulation Specialist FFP FOB: Destination				

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NET AMT	\$186,924.96
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501AC		12	Months	\$13,937.41	\$167,248.92
OPTION	Civil Military Operations Specialist FFP FOB: Destination				

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NET AMT	\$167,248.92
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0502			Lot		\$48,487.00
OPTION	Travel COST IAW the JTR - invoices will be submitted with backup receipts FOB: Destination				

ESTIMATED COST	\$48,487.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0503					NSP
OPTION	CDRL A001				
	See CDRL for delivery instructions				
	FOB: Destination				

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NET AMT

## Section C - Descriptions and Specifications

### DESCRIPTIONS AND SPECIFICATION

#### STATEMENT OF WORK

The Statement of Work (SOW) for the MCTOG effort is hereby incorporated as an attachment entitled “Statement of Work”.

#### DESC/SPEC/WORK STATEMENT

The contractor shall furnish the necessary services required to perform the work described in the attached Statement of Work. Contract Data Requirements Lists (CDRLs) will be provided as necessary and identified in Section J. Any reference to MIL-STD data format or content instructions in applicable Data Item Descriptions (DID) listed in individual data items is for guidance only.

#### INCORPORATE PROPOSAL

- (a) The contractor’s technical volume proposal and any amendments/addenda thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the contractor’s proposal shall constitute a waiver of any of the provisions of the contract, including the Statement of Work.
- (b) For purposes of FAR Clause 52.215-8, Order of Precedence – Uniform Contract Format, the Contractor’s technical volume proposal shall be considered a “Specification”.

## Section D - Packaging and Marking

### D.1 TECHNICAL DATA PACKING INSTRUCTIONS

#### TECHNICAL DATA PACKAGING INSTRUCTION

Technical data and information will be packed and packaged for domestic shipment in accordance with best commercial practices to assure arrival at the destination(s) in an undamaged condition. The package or envelope should be clearly marked with any special markings specified in this contract, e.g. contract number and document title must be on the outside of the package.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0101AA	Destination	Government	Destination	Government
0101AB	Destination	Government	Destination	Government
0101AC	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0201AA	Destination	Government	Destination	Government
0201AB	Destination	Government	Destination	Government
0201AC	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0301AA	Destination	Government	Destination	Government
0301AB	Destination	Government	Destination	Government
0301AC	Destination	Government	Destination	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0401	Destination	Government	Destination	Government
0401AA	Destination	Government	Destination	Government
0401AB	Destination	Government	Destination	Government
0401AC	Destination	Government	Destination	Government
0402	Destination	Government	Destination	Government
0403	Destination	Government	Destination	Government
0501	Destination	Government	Destination	Government
0501AA	Destination	Government	Destination	Government
0501AB	Destination	Government	Destination	Government
0501AC	Destination	Government	Destination	Government
0502	Destination	Government	Destination	Government
0503	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2010 TO 14-AUG-2010	N/A	MCTOG - M35016 LTCOL STEPHEN BECK BLDG 1648 TWENTY NINE PALMS CA 92278 760-830-3732 FOB: Destination	M35016
0101	N/A	N/A	N/A	N/A
0101AA	POP 15-AUG-2010 TO 31-DEC-2010	N/A	MCTOG - M35016 LTCOL STEPHEN BECK BLDG 1648 TWENTY NINE PALMS CA 92278 760-830-3732 FOB: Destination	M35016
0101AB	POP 15-AUG-2010 TO 31-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0101AC	POP 15-AUG-2010 TO 31-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0102	POP 15-AUG-2010 TO 31-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0103	POP 15-AUG-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
0201	N/A	N/A	N/A	N/A
0201AA	POP 01-JAN-2011 TO 31-DEC-2011	N/A	MCTOG - M35016 LTCOL STEPHEN BECK BLDG 1648 TWENTY NINE PALMS CA 92278 760-830-3732 FOB: Destination	M35016
0201AB	POP 01-JAN-2011 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0201AC	POP 01-JAN-2011 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0202	POP 01-JAN-2011 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016

0203	POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
0301	N/A	N/A	N/A	N/A
0301AA	POP 01-JAN-2012 TO 31-DEC-2012	N/A	MCTOG - M35016 LTCOL STEPHEN BECK BLDG 1648 TWENTY NINE PALMS CA 92278 760-830-3732 FOB: Destination	M35016
0301AB	POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0301AC	POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0302	POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0303	POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
0401	N/A	N/A	N/A	N/A
0401AA	POP 01-JAN-2013 TO 31-DEC-2013	N/A	MCTOG - M35016 LTCOL STEPHEN BECK BLDG 1648 TWENTY NINE PALMS CA 92278 760-830-3732 FOB: Destination	M35016
0401AB	POP 01-JAN-2013 TO 31-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0401AC	POP 01-JAN-2013 TO 31-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0402	POP 01-JAN-2013 TO 31-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0403	POP 01-JAN-2013 TO 31-DEC-2013	N/A	N/A FOB: Destination	
0501	N/A	N/A	N/A	N/A
0501AA	POP 01-JAN-2014 TO 31-DEC-2014	N/A	MCTOG - M35016 LTCOL STEPHEN BECK BLDG 1648 TWENTY NINE PALMS CA 92278 760-830-3732 FOB: Destination	M35016

0501AB	POP 01-JAN-2014 TO 31-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0501AC	POP 01-JAN-2014 TO 31-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0502	POP 01-JAN-2014 TO 31-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M35016
0503	POP 01-JAN-2014 TO 31-DEC-2014	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 170110627M0 252 67884 067443 2D M67884  
 COST CODE: 0RCQG008OTMC  
 AMOUNT: \$270,105.53  
 CIN 00000000000000000000000000000000: \$270,105.53

## CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND PAYMENT (WAWF) INSTRUCTIONS

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract – unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil> and (ii) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration (CCR) at <http://www.ccr.gov>, within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract.

When submitting an invoice and/or receiving report, the contractor MUST enter the point of contact emails listed below in the block that requests a notification email to be sent to additional persons. If the contractor neglects to supply the emails listed below, the invoice will be rejected and will result in a delay of payment.

The contractor shall include all invoice supporting documentation, scanned and attached, with the corresponding WAWF invoice.

Any WAWF issues may be addressed by WAWF Customer Service at 1-866-618-5988. Any payment issues may be addressed to the DFAS Customer Service at 1-800-756-4571, option 2, option 4.

The contractor is directed to use the "Combo" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command and PMTRASYS DODAAC as the DODAAC for all shipping and inspect by fields. All Ship to / Inspect by fields must be entered as M67854, extension: TRSY. Failure to enter the Extension will result in rejection of the invoice.

The PMTRASYS WAWF-RA points of contacts for this contract are:

NAME	EMAIL	PHONE	ROLE
John Gralin	<a href="mailto:john.gralin@usmc.mil">john.gralin@usmc.mil</a>	407-381-8779	Acceptor
Sandra Davey	<a href="mailto:Sandra.davey@usmc.mil">Sandra.davey@usmc.mil</a>	407-380-8288	View Only

The following resources are available for your benefit and the benefit of all WAWF users:

- <https://wawf.eb.mil>
- <https://wawftraining.eb.mil>
- [www.wawftraining.com](http://www.wawftraining.com)
- <http://www.marcorsyscom.usmc.mil/sites/pa/>

AUTHORIZED CHANGES TO CONTRACT BY PCO ONLY

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract will constitute a change under the "Changes" clause of this contract.
- (b) The Contractor will not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The name, address, telephone number and electronic mail address of the Contracting Officer is:

Mr. John E. Lynch  
MARCORSYSCOM / PMTRASYS  
12350 Research Parkway  
Orlando, FL 32826  
407-380-4197  
[John.e.lynch2@usmc.mil](mailto:John.e.lynch2@usmc.mil)

WITHHOLDING CONTRACT ADMINISTRATION

In accordance with FAR 42.202(b), 'Assignment of Contract Administration, Special Instructions', the Contracting Officer has determined the contract administration functions as defined under FAR 42.202, can best be performed by the MARCORSYSCOM / PMTRASYS team to provide the skills required. In accordance with FAR 42.302, 'Contract Administration Functions', the functions not retained are paragraphs (a)(5), (a)(9), and (a)(11) of this section.

## Section H - Special Contract Requirements

### SPECIAL CONTRACT REQUIREMENTS

## Section H - Special Contract Requirements

### **H.1 CONTRACTOR IDENTIFICATION**

Contract performance may require contractor personnel to have access to government installations and to attend meetings with government personnel. Contractor personnel must clearly identify themselves and their contractor affiliation in these circumstances.

### **H.2 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES**

Work to be performed under this contract involves performance at facilities operated by the Government. The contractor, therefore, will be granted entry at the specific site where effort is to be performed. Access to a site shall be coordinated with the COR (see H.8).

While contractor personnel are on site, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the contractor.

The Government reserves the right to issue DoD identification badges to contractor employees. If DoD badges are required, they will be issued in accordance with DoD procedures.

If it is brought to the attention of the Government that any contractor or subcontractor employee working on this contract does not meet the minimal work requirements as defined in the task (s), the contractor will be advised in writing by the Contracting Officer and access to DoD facilities may be denied or withdrawn for that employee.

The contractor shall be responsible for returning or ensuring that employees return all DoD-issued contractor/employee identification, all other DoD property, and any security access cards to Government offices issued. The Contractor shall meet all local (site) check out and security procedures.

### **H.3 INSURANCE**

The Contractor shall provide and maintain during the entire performance of this contract, at least the minimum amount of insurance required below. The Contractor, without additional cost to this contract, shall provide and maintain during the entire period of performance of this contract whatever insurance it deems necessary in addition to Government designated insurance requirements.

The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work in a Government installation and shall require sub-contractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all sub-Contractor's proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

#### Types of Insurance Required

(a) Workers' Compensation and Employers' Liability. The Contractor is required to comply with all applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

**H.4 CERTIFICATE OF INSURANCE**

The Contractor shall furnish the Contracting Officer with a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in Writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

**H.5 VISIT REQUESTS AND SECURITY REQUIREMENTS**

DUE TO CONTINUED DEPARTMENT OF DEFENSE THREAT CONDITIONS, IF THE BELOW PROCESS IS NOT FOLLOWED, CONTRACTORS WILL NOT BE PERMITTED ABOARD ANY GOVERNMENT FACILITIES.

(a) All visit requests must be provided via email (scanned in adobe format) to the Contracting Officer's Representative at least five (5) working days prior to scheduled visit.

(b) All visit requests shall be on company letterhead that includes: the purpose of the visit – Site Visit for PM TRASYS contract M67854-10-D-8045-XXXX( Insert Delivery Order number in place of X's) and sites to be visited; full name of company representatives attending the site visit; contact phone number, Social Security Number (SSN), Date of Birth (DOB) and security clearance level (if applicable), and what days/dates the representatives will be attending the site visit. Individuals must have two forms of picture identification (ID). The picture IDs MUST match the name on the visit request letter (i.e. Bob Jones and Robert Jones will not be assumed to be the same person).

**H.6 PROTECTION OF WORK**

The Contractor may be required to perform contract effort at the same site as other contractors. Accordingly, the Contractor shall protect the work and property of other contractors and the Government from damage, loss or destruction. In the event of damage, loss, or destruction of work or property of other contractors or the Government, the Contractor shall repair, replace, or renovate the work or property to the condition that existed prior to the damage, loss or destruction at no increase in the contract price with any adjustment to the contract schedule.

**H.7 LIABILITY INSURANCE**

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance – Work on a Government Installation and shall be maintained in the minimum amounts shown:

Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

Aircraft public and passenger liability: \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**H-8 DESIGNATED CONTRACTING OFFICER REPRESENTATIVE (COR)****DESIGNATION OF COR**

(a) The Contracting Officer has designated the Contracting Officer's Representatives (COR) as follows:

PM TRASYS COR: John Gralin  
12350 Research Parkway  
Orlando, FL 32826  
PH: 407-381-8779  
Email: john.gralin@usmc.mil

PM TRASYS Site COR: LtCol Stephen Beck  
Marine Corps Tactics & Operations Group (MCTOG)  
Building 1648  
29 Palms, CA 92278

- (b) The duties of the COR/On-Site COR are to act as the Contracting Officer's Representative for technical direction and discussion as necessary with respect to the specification or Statement of Work and monitoring the progress and quality of contractor performance. The COR/On-Site COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of this contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the Statement of Work in the contract.
- (c) When, in the opinion of the Contractor, the COR/On-Site COR requests effort outside the existing scope of the contract (or delivery order), the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such direction until the contracting Officer has issued a modification to the contract or has otherwise resolved the issue.

CLAUSES INCORPORATED BY FULL TEXT

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within **6 months**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **31 Dec 2014**.  
(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	MAR 2009
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.227-1	Authorization and Consent	DEC 2007
52.232-1	Payments	APR 1984
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996

52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2 Alt II	Termination For Convenience Of The Government (Fixed Price) (May 2004) - Alternate II	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.243-7002	Requests for Equitable Adjustment	MAR 1998

## Section J - List of Documents, Exhibits and Other Attachments

SECTION J

<b>DESCRIPTION</b>	<b>DATE</b>
Revised Statement of Work (SOW)	7/16/2010
CDRL	4/27/2010